

STATE OF MONTANA  
**INVITATION FOR BID**

Purchasing Dept.  
Mt. School For Deaf & Blind  
406-771-6000  
406-771-6164 (fax)

**THIS IS NOT AN ORDER**

DATE: July 1, 2011

INVITATION FOR BID NO. 12-04

BID TITLE: Bakery Products

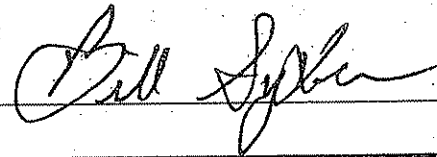
This bid consists of pages 1-6

SEALED BIDS will be received until 2 P.M. on

Month August Day 1 Year 2011

and will then be publicly opened by M.S.D.B. Personnel.

Issued by:



**\*RETURN BID IN SEALED ENVELOPE MARKED AS SHOWN:**

PURCHASING DEPT.  
MT SCHOOL FOR DEAF & BLIND  
3911 CENTRAL AVENUE  
GREAT FALLS MT 59405-1697

BID No. 12-04  
BID Opening Date: August 1, 2011

**BEFORE MAILING, PLEASE:**

- \*\* Review Standard Terms and Conditions
- \*\* Properly identify return envelope
- \*\* Sign your bid on the front page
- \*\* Initial any bid changes you made
- \*\* Submit bid security (if requested)
- \*\* Include literature (if requested)
- \*\* List contractor's licenses (if requested)
- \*\* Review & complete all requirements listed herein to ensure compliance

**PLEASE COMPLETE**

Delivery Date: \_\_\_\_\_ Payment Terms: \_\_\_\_\_

Supplier Name: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_

By: \_\_\_\_\_ Phone ( ) \_\_\_\_\_  
Authorized Signature

**NO RESPONSE**

☐ Take me off the vendors list for this class item

☐ Keep me on the vendors list for future bids.

☐ OTHER: \_\_\_\_\_

**IMPORTANT: SEE REVERSE SIDE FOR TERMS AND CONDITIONS.**

## **INVITATION FOR BID STANDARD TERMS AND CONDITIONS**

### **REFERENCE TO CONTRACT**

The contract (Purchase Order) number **MUST** appear on all invoices, packing lists, packages, shipping notices and correspondence pertaining to the contract.

### **SHIPPING**

Goods shall be shipped prepaid, f.o.b. destination. In the event the contract terms specify f.o.b. shipping point, shipping charges will be prepaid and itemized as a separate item on invoicing. Such shipments shall be via least expensive way. The State of Montana reserves the right to refuse any C.O.D. delivery.

### **PAYMENT TERM DISCOUNTS/BILLING**

All payment terms listed on this contract will be computed from the date of delivery of goods OR receipt of a properly executed invoice, whichever is later. State law allows agencies 30 days to pay such invoices.

### **TAX EXEMPTION**

The State of Montana is exempt from Federal Excise Taxes. Exemption certificates will be furnished upon request.

### **NON-DISCRIMINATION**

The contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, sex or age.

The contractor shall comply with the Disabilities Act of 1990.

### **HAZARDOUS CHEMICAL INFORMATION**

The contractor shall provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous chemical to the user agency. All safety data sheets and labels will be in accordance with the Occupational Safety and Health Administration's "Hazard Communication Rule," 29 CFR 1910 and 50-78-101 through 50-78-402, Montana Codes Annotated.

### **VENUE**

Any mediation, arbitration or litigation involving the contractor and the State, that may arise out of the bid, proposal or performance of a subsequent contract, shall be filed or heard in Lewis and Clark County, interpreted according to Montana law and each party shall pay its own costs and attorney fees.

### **INDEMNIFICATION**

By accepting a contract, the contractor agrees to "hold the State harmless" and to **DEFEND AND INDEMNIFY** the State for any and all causes of action arising from the contractors negligent execution of the contract.

### **ACCESS TO RECORDS**

Per section 18-1-118, Montana Codes Annotated, the contractor must allow the legislative auditor and legislative fiscal analyst sufficient access to the contractors records to determine the parties compliance to the terms of the contract. Refusal to allow access to these records will result in termination of the contract.

### **MINIMUM ORDER**

Contracts (Purchase Orders) will not be issued for orders less than \$100 unless in the best interest of the State.

### **COLLUSION PROHIBITED**

The signature on this bid guarantees that the prices quoted have been established without collusion with other contractors and without effort to preclude the State of Montana from obtaining the lowest possible competitive price.

### **FACSIMILE RESPONSES**

Facsimile responses will be accepted **ONLY** if they are transmitted and received prior to the time set for receipt of bids (2:00 P.M.). Bids, or portions thereof, received after the due time will not be considered.

### **WARRANTIES**

The contractor warrants that items bid will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Each item on which a contractor submits a quotation must be new and unused and of the latest model or manufacture unless otherwise specified by the State. It shall be equal in quality and performance characteristics to those indicated in the bid.

Descriptions used in this bid are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Goods delivered which do not conform to the contract terms, conditions or specifications may be rejected and returned at the contractor's expense.

Any exceptions to the specifications must be clearly indicated. Exceptions may be rejected.

### **ACCEPTANCE/REJECTION OF BIDS**

The State of Montana reserves the right to accept or reject any or all bids, wholly or in part, to make awards in any manner deemed in the best interest of the State.

Bids will be firm for thirty days, unless stated otherwise.

### **PRICE SUBMISSION**

For each item on which a contractor is bidding, one (1) principal price shall be listed in the unit price column and extended for the quantity requested. If the contractor elects to submit prices on additional supplies/services (alternate brands, models, items, etc.), the secondary price(s) and extension shall also be listed and will be considered only if the principal price is to receive the award.

All-or-none bids may be submitted as alternatives and will be considered if clearly in the best interest of the State. All or none bids must contain item-by-item prices.

## BAKERY PRODUCTS

### 1.0 SCOPE

- 1.1 Provide bakery products to the **MONTANA SCHOOL FOR THE DEAF AND BLIND (HEREINAFTER REFERRED TO AS MSDB)** for the period of **AUGUST 22, 2011 through June 1, 2012** unless otherwise indicated.
- 1.2 Bid prices will remain firm for the contract period.
- 1.3 Product is to be delivered on an "as needed" basis as requested by **MSDB**.

### 2.0 BID REQUIREMENTS

- 2.1 Item quantities have been established by survey method, therefore, quantities may be decreased, increased, or cancelled within fifteen (15) calendar days after the purchase order award. Any decrease, cancellation, or increase beyond this time will be subject to supplier approval.
- 2.2 All bakery products are to be made of the best quality enriched flour, according to Federal Specifications for vitamin and mineral enrichment. Other ingredients are to be pure and of good quality. Products are to be well-risen, crust firm and of uniformly good color. Bread, unless otherwise noted, is to be sliced one-half inch thick and wrapped before delivery. Doughnuts and rolls, unless otherwise noted, are to be freshly baked and delivered in sanitary trays, covered with waxed paper. **EMPTY CONTAINERS ARE TO BE PICKED UP AFTER EACH DELIVERY.** Containers will not be stored. Bagels are to be packed in plastic bags prior to delivery.
- 2.3 Due to agencies' noted lack of freezer capacity, "fresh frozen" products will not be acceptable for this bid.

### 3.0 PRODUCT ACCEPTANCE

- 3.1 Deliveries will be for the amount ordered, or as requested by **MSDB**. Deliveries will be made as requested to the F.O.B. location for **MSDB** during the times requested by **MSDB**.

Doughnuts and rolls are to be freshly baked for 6:00 a.m. delivery, unless otherwise requested by **MSDB**.

- 3.2 The supplier must prepare all products for shipment according to industry standards. All goods received must be undamaged from transit, delivered and invoiced in the amount ordered, and supplied at the pack, price, grade and/or brand name described in the purchase order. Any damaged products will be the responsibility of the supplier and will be replaced at no additional charge to **MSDB**.

## BAKERY PRODUCTS

- 3.3 Delivery tickets are to accompany each shipment and are to be signed by the receiver. Three (3) copies are to be left with the receiver. GOODS WILL NOT BE RECEIVED unless the shipment is accompanied by an itemized invoice.
- 3.4 All delivery invoices must contain pack size, brand, portion size, unit price and purchase order number.
- 3.5 **MSDB** has the right to reject any or all products that do not appear to meet specifications. Final inspection and acceptance of all products will be made at the time the product is opened and prepared for use in the kitchens.

### 4.0 PAYMENT

- 4.1 Payment to the supplier will be made by **MSDB** from the approved delivery invoice. Payment will be accomplished within thirty (30) days of receipt of goods or invoicing, whichever is later, if the product is as specified and statements are in proper form.
- 4.2 Monthly statements are to be submitted as noted in the "Bill TO..." location identified on the purchase order.

### 5.0 TERMINATION/CANCELLATION

- 5.1 Either party reserves the right to terminate this contract, with the documented cause and mutual agreement in writing, by giving a forty-five (45) day written notice.
- 5.2 Continuous problems of various natures will also constitute cancellation of this contract.
- 5.3 In case of default by either party, cancellation will proceed as follows:
  - a. Written notification of default will be presented to the party or sent by registered mail requiring remedy to the default and written explanation to be completed within five (5) days of receipt of notification. Failure to effect such corrections will be grounds for immediate cancellation.
  - b. If notice of default has been repetitive or overall performance of contract is unsatisfactory; if the same default repeats on more than two (2) occasions, the third default of any nature will cancel the contract.
  - c. If such default results in a public health or safety

## BAKERY PRODUCTS

hazard, remedy or cancellation shall be effected immediately (within eight (8) hours of verbal notification, with documentation follow).

### 6.0 QUOTATION SUBMITTAL

6.1 Offerings of products in other than requested packs must be comparable to the other bids received and will be subject to the further acceptance of **MSDB** and State Purchasing.

6.2 Awards will be final when a purchase order is issued.

6.3 **MSDB** reserves the right to award:

- a. On an "all or none" basis unit prices must be provided;  
or
- b. In the best interest of the State of Montana and **MSDB**.

6.4 Changes to the original specification will be considered alternates and will be considered for award only if (1) no bids are received on the original specifications, or (2) the same supplier has the item awarded on the original specification and provides an alternate bid on the same item.

### 8.0 AGENCY REQUIREMENTS

8.1 F.O.B.

MONTANA SCHOOL FOR THE DEAF AND BLIND  
3911 CENTRAL AVENUE  
GREAT FALLS, MT 59405-1697

8.2 DELIVERY: Items to be delivered as requested by **MSDB** personnel.

Addendum: **MSDB** reserves the right to cancel any purchase orders which have been awarded to a vendor for non-compliance with the above specifications. At the time of cancellation, **MSDB** will not accept any more deliveries of the cancelled item(s). After a second cancellation, **MSDB** will review the vendor's performance record to ascertain accepting additional bids from the vendor.

## BAKERY PRODUCTS

2011 – 2012 School Year

**Must indicate pack size and price per ounce for bid to be considered.**

CLASS	ITEM	ITEM DESCRIPTION	QUANTITY	UNIT PRICE/OUNCE	EXTENSION
275-20	(IS THIS A MONTANA MADE PRODUCT)	YES____ Bread: Whole Wheat, 1 ½ lb loaves. Sliced. Any brand acceptable. PACK: ____ oz/ ____ cs	350 loaves	_____	_____
275-20	(IS THIS A MONTANA MADE PRODUCT)	YES____ Bread: White, 1 ½ lbs loaves, sliced, Any brand acceptable. PACK: ____ oz/ ____ cs	700 loaves	_____	_____
275-20	(IS THIS A MONTANA MADE PRODUCT)	YES____ Buns: Hamburger, sliced and packaged. Any brand acceptable. PACK: ____ oz/ ____ cs	175 pkg	_____	_____
275-20	(IS THIS A MONTANA MADE PRODUCT)	YES____ Buns: Hot Dog, sliced and packaged Any brand acceptable. PACK: ____ oz/ ____ cs	175 pkg	_____	_____
275-20	(IS THIS A MONTANA MADE PRODUCT)	YES____ Buns: Hamburger, whole wheat, sliced and packaged. Any brand acceptable. PACK: ____ oz/ ____ cs	175 pkg	_____	_____
275-20	(IS THIS A MONTANA MADE PRODUCT)	YES____ Buns: Hot Dog, whole wheat, sliced and packaged Any brand acceptable. PACK: ____ oz/ ____ cs	175 pkg	_____	_____
275-20	(IS THIS A MONTANA MADE PRODUCT)	YES____ Buns: Poor Boy or equivalent Any brand acceptable. PACK: ____ oz/ ____ cs	150 pkg	_____	_____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES\_\_\_\_

Buns: Kaiser or equivalent

Any brand acceptable.

PACK:\_\_\_\_oz/\_\_\_\_cs

150 pkg

\_\_\_\_\_.

\_\_\_\_\_.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES\_\_\_\_

Bread: French, 1 lb loaves, unsliced.

Any brand acceptable.

PACK:\_\_\_\_oz/\_\_\_\_cs

200 loaves

\_\_\_\_\_.

\_\_\_\_\_.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES\_\_\_\_

Bread: White, 1 ½ loaves. Texas Toast –

Thick ¾ inch slices.

Any Brand acceptable.

PACK:\_\_\_\_oz/\_\_\_\_cs

350 loaves

\_\_\_\_\_.

\_\_\_\_\_.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES\_\_\_\_

Muffins: English, white,

Any brand acceptable.

PACK:\_\_\_\_oz/\_\_\_\_cs

100 pkg

\_\_\_\_\_.

\_\_\_\_\_.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES\_\_\_\_

Muffins: English, whole wheat,

Any brand acceptable

PACK:\_\_\_\_oz/\_\_\_\_cs

100 pkg

\_\_\_\_\_.

\_\_\_\_\_.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES\_\_\_\_

Muffins: English, raisin or cinnamon/raisin

Any brand acceptable

PACK:\_\_\_\_oz/\_\_\_\_cs

100 pkg

\_\_\_\_\_.

\_\_\_\_\_.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES\_\_\_\_

Buns/Rolls: Dinner, white

Any brand acceptable.

PACK:\_\_\_\_oz/\_\_\_\_cs

150 pkg

\_\_\_\_\_.

\_\_\_\_\_.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES\_\_\_\_

Buns/Rolls: Dinner, wheat

Any brand acceptable.

PACK:\_\_\_\_oz/\_\_\_\_cs

150 pkg

\_\_\_\_\_.

\_\_\_\_\_.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES \_\_\_\_

Bread Sticks: plain, soft

Any brand acceptable.

PACK: \_\_\_\_ oz/ \_\_\_\_ cs

100 pkg

\_\_\_\_\_.

\_\_\_\_\_.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES \_\_\_\_

Bread Sticks: garlic flavored, soft

Any brand acceptable.

PACK: \_\_\_\_ oz/ \_\_\_\_ cs

100 pkg

\_\_\_\_\_.

\_\_\_\_\_.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES \_\_\_\_

Bread Sticks: plain, hard

Any brand acceptable.

PACK: \_\_\_\_ oz/ \_\_\_\_ cs

100 pkg

\_\_\_\_\_.

\_\_\_\_\_.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES \_\_\_\_

Bagels: sliced, assorted flavors, except no onion or garlic

Any brand acceptable.

PACK: \_\_\_\_ oz/ \_\_\_\_ cs

150 pkg

\_\_\_\_\_.

\_\_\_\_\_.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES \_\_\_\_

Donette Gems or Gem Donuts: Assorted flavors  
of plain, powdered, crunch. Any brand acceptable.

PACK: \_\_\_\_ oz/ \_\_\_\_ cs

100 pkg

\_\_\_\_\_.

\_\_\_\_\_.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES \_\_\_\_

Cinnamon Roll: frosted, glazed or plain (assorted)

Without raisins and without nuts, 36 count or less.

Any brand acceptable.

PACK: \_\_\_\_ oz/ \_\_\_\_ cs

50 pkg

\_\_\_\_\_.

\_\_\_\_\_.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES \_\_\_\_

Angel Food Cake: plain, half cakes.

Any brand acceptable.

PACK: \_\_\_\_ oz/ \_\_\_\_ cs

5 cs

\_\_\_\_\_.

\_\_\_\_\_.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES \_\_\_\_

Angel Food Cake: plain, whole cakes.

Any brand acceptable.

PACK: \_\_\_\_ oz/ \_\_\_\_ cs

10 cs

\_\_\_\_\_.

\_\_\_\_\_.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES\_\_\_\_

Angel Food Cake: individual cake cups,

Any brand acceptable.

PACK:\_\_\_\_oz/\_\_\_\_cs

10 cs

\_\_\_\_\_.

\_\_\_\_\_.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES\_\_\_\_

Snack Pie: individually packaged, cherry.

Any brand acceptable.

PACK:\_\_\_\_oz/\_\_\_\_cs

5 cs

\_\_\_\_\_.

\_\_\_\_\_.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES\_\_\_\_

Snack Pie: individually packaged, apple.

Any brand acceptable.

PACK:\_\_\_\_oz/\_\_\_\_cs

5 cs

\_\_\_\_\_.

\_\_\_\_\_.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES\_\_\_\_

Snack Cakes: Twinkies, chocolate, single serve packages

Any brand acceptable.

PACK:\_\_\_\_oz/\_\_\_\_cs

5 cs

\_\_\_\_\_.

\_\_\_\_\_.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES\_\_\_\_

Snack Cakes: Twinkies, vanilla/white, single serve packages

Any brand acceptable.

PACK:\_\_\_\_oz/\_\_\_\_cs

5 cs

\_\_\_\_\_.

\_\_\_\_\_.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES\_\_\_\_

Cupcakes: chocolate, single serve packages

Any brand acceptable.

PACK:\_\_\_\_oz/\_\_\_\_cs

5 cs

\_\_\_\_\_.

\_\_\_\_\_.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES\_\_\_\_

Cupcakes: vanilla/white, single serve packages

Any brand acceptable.

PACK:\_\_\_\_oz/\_\_\_\_cs

5 cs

\_\_\_\_\_.

\_\_\_\_\_.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES\_\_\_\_

Hohos: (or similar), any flavor, single serve packages

Any brand acceptable.

PACK:\_\_\_\_oz/\_\_\_\_cs

5 cs

\_\_\_\_\_.

\_\_\_\_\_.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES\_\_\_\_  
Ding Dongs: (or similar), any flavor, single serve packages  
Any brand acceptable.  
PACK:\_\_\_\_oz/\_\_\_\_cs

5 cs \_\_\_\_\_

275-20 (IS THIS A MONTANA MADE PRODUCT) YES\_\_\_\_  
Sno Balls: (or similar), any flavor/color, single serve packages  
Any brand acceptable.  
PACK:\_\_\_\_oz/\_\_\_\_cs

5 cs \_\_\_\_\_

275-20 (IS THIS A MONTANA MADE PRODUCT) YES\_\_\_\_  
Muffin, mini: any flavor except blueberry, single serve packages  
Any brand acceptable.  
PACK:\_\_\_\_oz/\_\_\_\_cs

15 cs \_\_\_\_\_

275-20 (IS THIS A MONTANA MADE PRODUCT) YES\_\_\_\_  
Muffin: individually packaged, poppyseed  
Any brand acceptable.  
PACK:\_\_\_\_oz/\_\_\_\_cs

5 cs \_\_\_\_\_

275-20 (IS THIS A MONTANA MADE PRODUCT) YES\_\_\_\_  
Muffin: individually packaged, banana and/or banana nut  
Any brand acceptable.  
PACK:\_\_\_\_oz/\_\_\_\_cs

5 cs \_\_\_\_\_

275-20 (IS THIS A MONTANA MADE PRODUCT) YES\_\_\_\_  
Muffin: individually packaged, chocolate chip  
Any brand acceptable.  
PACK:\_\_\_\_oz/\_\_\_\_cs

5 cs \_\_\_\_\_

275-20 (IS THIS A MONTANA MADE PRODUCT) YES\_\_\_\_  
Muffin: individually packaged, chocolate  
Any brand acceptable.  
PACK:\_\_\_\_oz/\_\_\_\_cs

5 cs \_\_\_\_\_

275-20 (IS THIS A MONTANA MADE PRODUCT) YES\_\_\_\_\_

Yodels: (or similar) vanilla/white, pound, cylinder,  
shaped cake with chocolate covering.

Boxes of 10 or 12 each. Any brand acceptable.

PACK: \_\_\_\_\_oz/ \_\_\_\_\_cs

5 cs

\_\_\_\_\_.

\_\_\_\_\_.